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2 BILL NO. S-91-03-32

3 SPECIAL ORDINANCE NO. S-87-91

4 AN ORDINANCE approving
5 Contract FOR RES. #6193-91,
6 SPY RUN (RIVERGREENWAY)
7 SIDEWALK & GUARDRAIL (COIT)
8 between MERGY CONSTRUCTION
9 CO., INC. and the City of Fort
10 Wayne, Indiana, in connection
11 with the Board of Public Works
12 and Safety.

13 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
14 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

15 SECTION 1. That the Contract FOR RES. #6193-91,
16 SPY RUN (RIVERGREENWAY) SIDEWALK & GUARDRAIL (COIT) by and
17 between MERGY CONSTRUCTION CO., INC. and the City of Fort
18 Wayne, Indiana, in connection with the Board of Public Works
19 and Safety, is hereby ratified, and affirmed and approved in
20 all respects, respectfully for:

21 to improve by constructing
22 curbface walk, wingwalk, and
23 guardrail commencing from the
24 northwest corner of the State
25 Blvd. Bridge to the north on
26 Spy Run Avenue;

27 involving a total cost of Nine Thousand Eight Hundred
28 Twenty-Six and no/100 Dollars (\$9,826.00).

29 SECTION 2. Prior Approval has been requested from
30 Common Council on March 26, 1991. Two copies of said
31 Contract are on file with the Office of the City Clerk and
32 made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full
force and effect from and after its passage and any and all
necessary approval by the Mayor.

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APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

CONTRACT NO. 6193-91

SPY RUN (RIVERGREENWAY) SIDEWALK & GUARDRAIL(COIT PROJECT)

BOARD ORDER NO. 96-89

WORK ORDER NO. 10,797

THIS CONTRACT made and entered into in triplicate this 20 day of March, 1991, by and between MERGY CONSTRUCTION CO., INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

To improve by constructing curbface walk, wingwalk, and guardrail commencing from the northwest corner of the State Blvd. Bridge to the north on Spy Run Avenue.

all according to RES. NO. 6193-91, Drawing No. , Sheets , and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of \$ 9,826.00. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department

of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after comple-

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within 6/30/91 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR) Mergy Construction, Inc.

BY: 

Boni Mergy, President

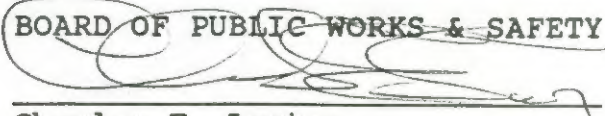
BY: _____


_____, Secretary

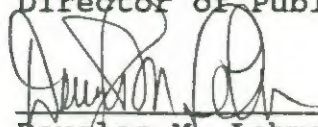
CITY OF FORT WAYNE, INDIANA

BY: _____
Paul Helmke, Mayor


BOARD OF PUBLIC WORKS & SAFETY


Charles E. Layton
Director of Public Works


Michael McAlexander
Director of Public Safety


Douglas M. Lehman
Director of Administration &
Finance

ATTEST:


Patricia J. Crick, Clerk

ACKNOWLEDGMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State,
this 11th day of March, 1991, personally appeared the
within named Boni Mergy, who being by me first duly
sworn upon their oaths say that they are the President
and _____ respectively, of Mergy Construction, Inc.
and as such duly authorized to execute the foregoing instrument and
acknowledged the same as the voluntary act and deed of Mergy
Construction, Inc. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Theresa E. Puleo
NOTARY PUBLIC

Norma E. Pike
Type or Print Name of Notary

MY COMMISSION EXPIRES: 24 August 1992

County of residence: Allen

Read the first time in full and on motion by Bradbury, seconded by Redd, and duly adopted, read the second time title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, 19____, at _____ o'clock _____ M., E.S.

DATED: 3-26-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bradbury, seconded by Brady, and duly adopted, placed on its passage. PASSED ~~last~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD				
SCHMIDT	<u>✓</u>			<u>✓</u>
TALARICO	<u>✓</u>			

DATED: 4-9-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. D-87-91 on the 9th day of April, 1991,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico SEAL
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of April, 1991 at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of April, 1991, at the hour of 10:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

TITLE OF ORDINANCE: Spy Run (Rivergreenway) Sidewalk and
Guardrail

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works and Safety

SYNOPSIS OF ORDINANCE: Contract 6193-91, is to improve by
constructing curbface walk, wingwalk, and guardrail commencing
from the northwest corner of the State Blvd. Bridge to the north
on Spy Run Avenue. Mergy Construction Co., Inc. is the
contractor.

EFFECT OF PASSAGE: Improve curbface walk, wingwalk, and
guardrail.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$9,826.00

ASSIGNED TO COMMITTEE;

D-51-03-33

BILL NO. S-91-03-33

REPORT OF THE COMMITTEE ON PUBLIC WORKS

JANET G. BRADBURY, CHAIRPERSON
CLETUS R. EDMONDS, VICE CHAIRMAN
GIAQUINTA, REDD, HENRY

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ XXXXXXXXXX approving Contract
FOR RES. #6193-91, SPY RUN (RIVERGREENWAY) SIDEWALK &
GUARDRAIL (COIT) between MERGY CONSTRUCTION CO., INC. and the
City of Fort Wayne, Indiana, in connection with the Board
of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) ~~(RESOLUTION)~~

DO PASS

DO NOT PASS

ABSTAIN

NO REC

J. Bradbury

C. R. Edmonds

G. Redd

H. Henry

M. C. Quint

DATED: 4-9-91

Sandra E. Kennedy
City Clerk